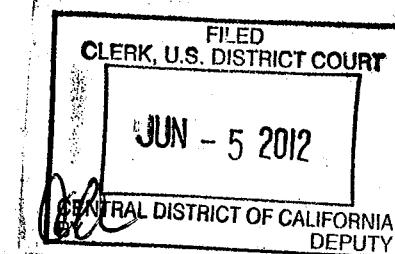


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13 NOTE CHANGES MADE BY THE COURT

14 **IN THE UNITED STATES DISTRICT COURT**
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

16 PAUL & JACQUELINE RUBLE
17 FAMILY TRUST, and LOS
ANGELES RINGBINDER, INC. a
California Corporation,
18 Plaintiffs,

19 v.

20 OFFICE MAX, INC., a business
entity of unknown form, ABISCO
21 PRODUCTS, INC., A California
Corporation and DOCUPAK, INC., a
California Corporation,

22 Defendants.

23 } Civil Action No.
24 } CV11-05424 GHK (PJWx)

25 }
26 } **PROPOSED STIPULATED
27 } PROTECTIVE ORDER**

28 }
Hon. George H. King
Magistrate Judge: Patrick J. Walsh

24 AND RELATED
25 COUNTERCLAIMS

1 Plaintiffs/Counterdefendants PAUL & JACQUELINE RUBLE FAMILY
2 TRUST, and LOS ANGELES RINGBINDER, INC. a California Corporation,
3 and Defendants/Counterclaimants OFFICEMAX NORTH AMERICA, INC.
4 (erroneously sued as OFFICE MAX, INC., a business entity of unknown form),
5 ABISCO PRODUCTS, INC., A California Corporation and DOCUPAK, INC.,
6 a California Corporation, recognizing each may have information relevant to the
7 subject matter of this lawsuit that is subject to discovery and consequent public
8 disclosure but which the parties agree should not be disclosed to employees of
9 the requesting party or to the public generally, for the reasons set forth in the
10 "Good Cause Statement" herein, have agreed to this Protective Order on the
11 terms set forth below. It appearing to the Court that the parties have agreed to
12 the terms of an appropriate Protective Order to govern discovery and pretrial
13 proceedings and settlement negotiations in this action, and have demonstrated
14 good cause for the entry of such Protective Order,

15 IT IS HEREBY ORDERED that:

16 1. This Order shall apply to all information produced during
17 discovery and settlement negotiations in this action that shall be designated by
18 the party or person producing it as "Confidential" or "Confidential-Attorneys
19 Eyes Only" (collectively "Confidential Information"). This Order shall not
20 apply to information that, before disclosure, is properly in the possession or
21 knowledge of the party to whom such disclosure is made, or is public
22 knowledge. The restrictions contained in this Order shall not apply to
23 information that is, or after disclosure becomes, public knowledge other than by
24 an act or omission of the party to whom such disclosure is made, or that is
25 legitimately acquired from a source not subject to this Order.

26 2. If an exhibit; pleading; interrogatory answer or admission
27 (collectively "discovery response"); document or thing (collectively "document
28 or thing"); or a deposition transcript, other transcript of testimony, or declaration

1 or affidavit (collectively "testimony") contains information considered
2 confidential by a party, such exhibit, pleading, discovery response, document or
3 thing, or testimony shall be designated "Confidential" or "Confidential-
4 Attorneys Eyes Only" by the party contending there is confidential information
5 therein.

6 3. In connection with an exhibit, pleading, discovery response,
7 document or thing, testimony or other court submission, the legend
8 "Confidential" or "Confidential-Attorneys Eyes Only" shall be affixed before
9 the production or service upon a party.

10 4. As a general guideline, a document should be designated
11 "Confidential" when it contains confidential technical or other information that
12 may be reviewed by the receiving party, technical experts, and other party
13 representatives, but must be protected against disclosure to third parties. A
14 document may be designated "Confidential-Attorneys Eyes Only" only when it
15 contains the following highly sensitive information: financial information not
16 publicly available, such as through SEC filings; cost information; pricing
17 information not publicly available; sales information not publicly available;
18 customer lists; licenses; supplier and vendor information not publicly known or
19 readily ascertained through public means; technical and development
20 information about a party's products, unless such information has been made
21 known publicly; business plans; marketing strategy; new product plans and
22 competitive strategies; trade secrets, as that term is defined in California Civil
23 code § 3426.1; or any other information that would put the producing party at a
24 competitive disadvantage if the information became known to employees,
25 officers or directors or other representatives of the receiving party or third
26 parties.

27 5. All Confidential Information that has been obtained from a party
28 during the course of this proceeding shall be used only for the purpose of this

1 litigation and not for any other business purpose, proceeding, litigation, or other
2 purpose whatsoever. Further such information may not be disclosed to anyone
3 except as provided in this Order. Counsel for a party may give advice and
4 opinions to their client based on evaluation of information designated as
5 Confidential Information produced by the other party provided that such
6 rendering of advice and opinions shall not reveal the content of such
7 information except by prior agreement with opposing counsel.

8 6. All documents, or any portion thereof, produced for inspection only
9 (i.e., copies have not yet been provided to the receiving party) shall be deemed
10 "Confidential-Attorneys Eyes Only." If a copy of any such document is
11 requested after inspection, the document shall be deemed "Confidential" or
12 "Confidential-Attorneys Eyes Only" only if labeled or marked in conformity
13 with paragraph 2, with access and dissemination limited as set forth in
14 paragraphs 10-13.

15 7. Information disclosed at a deposition or other testimony may be
16 designated as "Confidential" or "Confidential-Attorneys Eyes Only" at the time
17 of the testimony or deposition, or within fourteen (14) days following receipt of
18 the transcript, and shall be subject to the provisions of this Order. Additional
19 information disclosed during a deposition or other testimony may be designated
20 as "Confidential" or "Confidential-Attorneys Eyes Only" by notifying the other
21 party, in writing, within fourteen (14) days after receipt of the transcript, of the
22 specific pages of the transcript that should also be so designated. Unless
23 otherwise agreed on the record of the deposition or other testimony, all
24 transcripts shall be treated as "Confidential-Attorneys Eyes Only" for a period of
25 fourteen (14) days after their receipt, and the transcript shall not be disclosed by
26 a non-designating party to persons other than those persons named or approved
27 according to paragraphs 11-12 to review documents or materials designated
28 "Confidential-Attorneys Eyes Only" on behalf of that non-designating party.

1 8. As used in this Protective Order, "Trial Counsel" refers exclusively
2 to the following:

3 (a) For Defendants: The attorneys, paralegals, agents and
4 support staff of The Soni Law Firm.

5 (b) For Plaintiff: The attorneys, paralegals, agents and support
6 staff of Koppel, Patrick, Heybl & Philpott.

7 9. Material designated as "Confidential" that has been obtained from
8 a party during the course of this proceeding may be disclosed or made available
9 only to the Court, to Trial Counsel for either party, and only subject to
10 paragraphs below:

11 (a) officers, directors, or designated employees of a party
12 deemed necessary by Trial Counsel to aid in the prosecution, defense, or
13 settlement of this action; provided that such person has reviewed this
14 Protective Order and has signed the undertaking as set forth in Paragraph
15 11.

16 (b) independent experts or consultants (together with their
17 clerical staff) retained by such Trial Counsel to assist in the prosecution,
18 defense, or settlement of this action;

19 (c) court reporter(s) employed in this action;

20 (d) agents of Trial Counsel needed to perform various services
21 such as, for example, copying, drafting of exhibits, and support and
22 management services, including vendors retained by the parties, or by
23 counsel for parties, for the purpose of encoding, loading into a computer
24 and storing and maintaining for information control and retrieval
25 purposes, transcripts of depositions, hearings, trials, pleadings, exhibits
26 marked by a party, or attorneys' work product, all of which may contain
27 material designated Confidential;

28 (e) any individual who was the author, recipient, or copied on a

1 document, regardless of its designation; and

2 (f) any other persons as to whom the parties in writing agree.

3 10. Material designated as "Confidential-Attorneys Eyes Only" that
4 has been obtained from a party during the course of this proceeding may be
5 disclosed or made available only to the Court, to Trial Counsel for either party,
6 and to the persons designated below:

7 (a) independent experts or consultants (together with their
8 clerical staff) retained by such Trial Counsel to assist in the prosecution,
9 defense, or settlement of this action;

10 (b) court reporter(s) employed in this action;

11 (c) agents of Trial Counsel needed to perform various services
12 such as, for example, copying, drafting of exhibits, and support and
13 management services, including vendors retained by the parties, or by
14 counsel for parties, for the purpose of encoding, loading into a computer
15 and storing and maintaining for information control and retrieval
16 purposes, transcripts of depositions, hearings, trials, pleadings, exhibits
17 marked by a party, or attorneys' work product, all of which may contain
18 material designated Confidential-Attorneys Eyes Only;

19 (d) any individual who was the author, recipient, or copied on a
20 document, regardless of its designation;

21 (e) any other persons as to whom the parties in writing agree.

22 11. Any officer, director or designated employee of any party under
23 paragraph 10(a) having access to Confidential Information shall be given a copy
24 of this Order before being shown such Confidential Information, and its
25 provisions shall be explained to them by an attorney. Each person, before
26 having access to the Confidential Information, shall agree not to disclose to
27 anyone any Confidential Information not exempted by this Order and not to
28 make use of any such Confidential Information other than solely for purpose of

1 this litigation, and shall acknowledge in writing by signing a document in the
2 form of Exhibit A attached hereto.

3 12. For the purpose of this Protective Order an independent expert or
4 consultant shall be defined as a person, who is not an employee of a party or
5 scheduled to become an employee in the near future, and who is retained or
6 employed as a bona fide consultant or expert for purposes of this litigation,
7 either full or part-time, by or at the direction of counsel of a party.

8 (a) It is understood and agreed that if, pursuant to this Order, a
9 party identifies a person as an expert, no other party shall contact the
10 expert nor subject the expert to discovery to inquire into matters arising
11 within the expert's consultation with the designating party, except as
12 provided by Federal Rule of Civil Procedure 26(b)(4) or by Order of the
13 Court.

14 13. Any Confidential Information may be used in the course of any
15 deposition taken of the party producing such Confidential Information or its
16 employees without consent, or otherwise used in any deposition with the
17 consent of the party producing such Confidential Information, subject to the
18 condition that when such Confidential Information is so used, the party who
19 made the designation may notify the reporter that the portion of the deposition
20 in any way pertaining to such Confidential Information or any portion of the
21 deposition relevant thereto is being taken pursuant to this Order. When it is
22 impractical to identify separately each portion of testimony that is entitled to
23 protection, the party or non-party that sponsors, offers, or gives the testimony
24 may invoke on the record (before the deposition or proceeding is concluded) a
25 right to have up to 14 days to identify the specific portions of the testimony as to
26 which protection is sought and to specify the level of protection being asserted.
27 Only those portions of the testimony that are appropriately designated for
28 protection within the 14 days shall be covered by the provisions of this

1 Stipulated Protective Order. Further, whenever any Confidential Information is
2 to be discussed or disclosed in a deposition, any party claiming such
3 confidentiality may exclude from the room any person not entitled to receive
4 such confidential information pursuant to the terms of this Order.

5 14. A party shall not be obligated to challenge the propriety of a
6 designation as "Confidential" or "Confidential-Attorneys Eyes Only" at the time
7 made, and a failure to do so shall not preclude a subsequent challenge. In the
8 event that any party to this litigation disagrees at any stage of these proceedings
9 with the designation by the designating party or non-party of any information as
10 "Confidential" or "Confidential-Attorneys Eyes Only" the parties and any
11 producing non-party shall first try to resolve such disagreement in good faith on
12 an informal basis, such as by production of redacted copies. If the disagreement
13 cannot be resolved on an informal basis, the objecting party may move the
14 Court for an Order modifying the designated status of such information. Any
15 such motion will be made in strict compliance with Local Rules 37-1 and 37-2.
16 Until the Court rules on the challenge, all parties shall continue to afford the
17 material in question the level of protection to which it is entitled under the
18 challenged designation. In the event of any dispute as to the propriety of a
19 redaction, the party objecting to the redaction may submit the issue to the Court
20 for review pursuant to the Local Rules of this district.

21 15. Notwithstanding anything contrary herein, if a party through
22 inadvertence or mistake produces any Confidential Information without marking
23 it with the legend "Confidential" or "Confidential--Attorneys Eyes Only" or by
24 designating it with an incorrect level of confidentiality, the producing party may
25 give written notice to the receiving party that the exhibit, pleading, discovery
26 response, document or thing, or testimony contains Confidential Information
27 and should be treated as such in accordance with the provisions of this
28 Protective Order. Upon receipt of such notice, and upon receipt of properly

1 marked materials, the receiving party shall return said unmarked materials and
2 not retain copies thereof, and must treat such exhibits, pleadings, discovery
3 responses, documents or things, or transcript testimony as Confidential
4 Information and shall cooperate in restoring the confidentiality of such
5 Confidential Information. The inadvertent or unintentional disclosure by a party
6 of Confidential Information, regardless of whether the information was so
7 designated at the time of disclosure, shall not be deemed a waiver in whole or in
8 part of a party's claim of confidentiality either as to the specific information
9 disclosed or as to any other information relating thereto or on the same or
10 related subject matter, provided that the non-producing party is notified and
11 properly marked documents are supplied as provided herein. The receiving
12 party shall not be responsible for the disclosure or other distribution of belatedly
13 designated Confidential Information as to such disclosure or distribution that
14 may occur before the receipt of such notification of a claim of confidentiality
15 and such disclosure or distribution shall not be deemed to be a violation of this
16 Protective Order.

17 16. Documents and things produced or made available for inspection
18 may be subject to redaction, in good faith by the producing party, of sensitive
19 material that is neither relevant to the subject of this litigation nor reasonably
20 calculated to lead to the discovery of admissible evidence, is subject to the
21 attorney-client privilege or to work-product immunity. Each such redaction,
22 regardless of size, will be clearly labeled. This paragraph shall not be construed
23 as a waiver of any party's right to seek disclosure of redacted information.

24 17. If information subject to a claim of attorney-client privilege or
25 work-product immunity is inadvertently produced, such production shall in no
26 way prejudice or otherwise constitute a waiver of, or estoppel as to, any such
27 claim. If a party has inadvertently produced information subject to a claim of
28 immunity or privilege, upon request, such information shall be returned

1 promptly and, if a document, all copies of that document shall be destroyed.
2 The party returning such information may move the Court for an Order pursuant
3 to Local Rules 37-1 and 37-2, compelling production of such information, but
4 the motion shall not assert as a ground for production the fact that the
5 information was inadvertently produced.

6 18. It is not the intention of this Protective Order to fully address
7 discovery objections to produce, answer, or respond on the grounds of attorney-
8 client privilege or work product, nor to preclude either party from seeking
9 further relief or protective orders from the Court as may be appropriate under
10 the Federal Rules of Civil Procedure.

11 19. Neither the taking or the failure to take any action to enforce the
12 provisions of this Order, nor the failure to object to any designation or any such
13 action or omission, shall constitute a waiver of any signatory's right to seek and
14 obtain protection or relief, with respect to any claim or defense in this action or
15 any other action including, but not limited to, the claim or defense that any
16 information is or is not proprietary to any party, is or is not entitled to particular
17 protection or that such information embodies trade secret or other confidential
18 information of any party. The procedures set forth herein shall not affect the
19 rights of the parties to object to discovery on grounds other than those related to
20 trade secrets, as that term is defined in California Civil Code § 3426.1, or other
21 confidential information claims, as defined hereinabove, nor shall it relieve a
22 party of the necessity of proper responses to discovery requests.

23 20. This Order shall not abrogate or diminish any contractual,
24 statutory, or other legal obligation or right of any party to this Order, as to any
25 third party, with respect to any Confidential Information. The fact that
26 Information is designated "Confidential" or "Confidential-Attorneys Eyes
27 Only" under this Order shall not be deemed to be determinative of what a trier
28 of fact may determine to be confidential, proprietary or of a trade secret nature.

1 This Order shall be without prejudice to the right of any party to bring before
2 the Court the question of:

3 (a) whether any particular information is or is not Confidential
4 Information;

5 (b) whether any particular information is or is not entitled to a
6 greater or lesser degree of protection than provided hereunder; or

7 (c) whether any particular information is or is not relevant to
8 any issue in this case; provided that in doing so the party complies with
9 the foregoing procedures.

10 21. The terms of the Protective Order are applicable to Confidential
11 Information produced by a non-party, and Confidential Information produced by
12 a non-party in connection with this litigation is protected by the remedies and
13 relief provided by the Protective Order. To protect its own Confidential
14 Information, a party may ask a non-party to execute a document in the form of
15 Exhibit A.

16 22. Unless otherwise ordered or agreed in writing, within one-hundred
17 (100) days after final termination of this litigation, all information designated as
18 Confidential Information, except such documents or information which
19 incorporate or are incorporated into attorney work product (a single copy of
20 which may be retained in counsel's file), shall, upon request, be returned to the
21 producing party, or disposed of pursuant to the instructions of the producing
22 party. Final termination shall mean the exhaustion of all time periods for appeal
23 following the entry of judgment or dismissal as to all parties and all claims.

24 23. The restrictions provided for above shall not terminate upon the
25 conclusion of this lawsuit, but shall continue until further Order of this Court.
26 This Stipulated Protective Order is without prejudice to the right of a party
27 hereto to seek relief from the Court pursuant to the Local Rules of this district,
28 upon good cause shown, from any of the provisions or restrictions provided

1 herein.

2 **STATEMENT OF GOOD CAUSE**

3 This case is a patent and trademark infringement dispute relating to
4 binder technology, and all parties to this suit have non-public documents,
5 information, and other materials in their possession, custody, or control
6 pertaining to this technology. Some of these items are highly sensitive and
7 confidential because they contain information which, if released to the public,
8 would cause harm to the parties' business and competitive interests. This
9 information includes materials such as confidential technical documents
10 concerning the parties' products, research and development documents
11 regarding the technology at-issue in this case, sensitive business and financial
12 documents, and other similar confidential documents and information.

13 To that end, the parties have jointly drafted the instant proposed
14 protective order, which the parties respectfully seek to be entered by the Court,
15 in order to prevent harmful disclosure of their confidential and sensitive
16 business information, while balancing the public's right to acquire information
17 that properly falls outside the scope of the parties' protectable, confidential
18 interests.

19 The parties, as competitors, agree that disclosure of information
20 designated as "Confidential-Attorneys Eyes Only" as set forth above would put
21 the producing party at a competitive disadvantage if the information became
22 known to patent counsel, employees, officers or directors or other
23 representatives of the receiving party or third parties. The parties further agree
24 that adoption and adherence to this Protective Order will facilitate an orderly
25 and cost effective discovery process and preparation for trial or settlement, at
26 the same time ensuring judicial economy and that the information will not be
27 used to create an undue competitive advantage.

28

1
2 Respectfully submitted,
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4

5 By: /s/ Jaye G. Heybl
6

**KOPPEL PATRICK HEYBL &
PHILPOTT**

5 By: /s/ M. Danton Richardson
6

THE SONI LAW FIRM

7
8 Date: June 1, 2012

7 Date: June 1, 2012

9 Attorneys for
10 Plaintiffs/Counterdefendants,

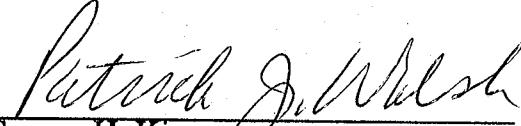
9 Attorneys for
10 Defendants/Counterclaimants,

11 Under Seal filings governed by L.R.
12 79-5. pgv

13 **ORDER**

14 IT IS SO ORDRED.

15 Date: 6/5/12

16 
George H. King
17 United States District Judge
18 *MAILED 6/5/12*

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND NONDISCLOSURE AGREEMENT**

3 I, _____, do solemnly swear or affirm that I have
4 read and fully understand the Stipulated Protective Order entered in Paul & Jacqueline Ruble
5 Family Trist, et al. v. Office Max et al., Case No. CV11-05424 GHK (PJWx). I agree that I
6 will not disclose any information received by me pursuant to the Stipulated Protective Order,
7 and I will comply with and be bound by the terms and conditions of said Order unless and
8 until modified by further Order of the Court. I hereby consent to the jurisdiction of the
9 United States District Court for the Central District of California for purposes of enforcing
10 this Order.

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Dated: _____ By: _____